

BARRY WINOGRAD

August 2006

Arbitrator and Mediator

1999 Harrison St., Ste. 1400, Oakland, CA 94612

Tel: (510) 465-5000 [Direct Dial/Voice Mail: (510) 273-8755]

Fax: (510) 273-8746

#### LABOR ARBITRATION RESUME

Practice: Labor and employment arbitration, factfinding and mediation.  
(Additional service in civil and commercial dispute resolution.)  
Member, National Academy of Arbitrators.

Labor Relations Rosters: American Arbitration Association, California Public Employment Relations Board, California State Mediation and Conciliation Service, Federal Mediation and Conciliation Service, Los Angeles City Employee Relations Board, National Mediation Board, Nevada Labor Commissioner.

Labor-Management Arbitration Panels: Alaska Airlines/AFA; Alaska Airlines/IAM; Alliance of Motion Picture and Television Producers/Writers Guild of America; American Airlines/APFA; American Airlines/APA; American Eagle/AFA; Bay Area Rapid Transit District/ATU Local 1555; Bay Area Rapid Transit District/SEIU Local 790; Director's Guild of America (Basic Agreement); Disposal Services/Teamsters Local 553; Internal Revenue Service/NTEU; King County Metro/ATU Local 587; Maersk-Sealand/ILWU; City of Oakland/Oakland POA; City of Oakland/SEIU Local 790; Pacific Gas & Electric/IBEW Local 1245; San Francisco/SEIU Locals 250, 535, 790; Santa Clara County/Deputy Sheriffs Assn.; SBC/CWA; Smith's Food & Drugs/UFCW; Sutter-Delta Medical Center/CNA; University of California/AFSCME (Service and Patient Care Tech Panels); University of California/UPTE-CWA; US Borax/ILWU.

Employment: Arbitrator and Mediator, 1988 to present; Administrative Law Judge, California Public Employment Relations Board, 1980-87; Counsel to Chairman, California Public Employment Relations Board, 1979-80; Staff Attorney, United Farm Workers of America, 1973-77; private, self-employed law practice, 1972-73, and 1978.

Education: LL.M., University of California, Berkeley, School of Law, 1985; J.D., University of California, Berkeley, School of Law, 1971; B.A., University of California, Santa Barbara, 1966.

Teaching: University of California, Berkeley, School of Law, 1985 to present (labor law, public sector labor relations, arbitration, mediation); University of Michigan Law School (labor law, labor and employment arbitration), 2004 to present; University of San Francisco, School of Law, 1984 (public sector labor relations); John F. Kennedy University, School of Law, 1978-83 (labor law). Additional service as arbitration training instructor for FMCS, 1999-present.

Publications (Partial Listing): Arbitration in the Union Workplace (co-author), in California ADR Practice (Shepards, 1993); California Public Employees and the Developing Duty of Fair Representation, 9 Ind.Rel.L.J. 410 (1987); San Jose Revisited: A Proposal for Negotiated Modification of Public Sector Agreements Rejected Under Chapter 9 of the Bankruptcy Code, 37 Hast.L.J. 231 (1985).

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#### FEES AND CHARGES - Labor Relations

##### Grievance Arbitration

The fee is \$2,000 per day for hearing, and for research and preparation of the opinion and award. A hearing day is any portion of a day up to eight hours. Time for research and preparation is prorated.

##### Interest Arbitration, Factfinding and Labor Mediation

The fee is \$3,000 per day (for up to eight hours). Time for research and preparation is prorated.

##### Hourly Assignments

The fee is \$480 per hour, to be specified in a retainer agreement. It applies to civil litigation and non-collective bargaining arbitration, election administration, union fee determinations, judicial reference proceedings, neutral evaluations, and labor arbitrations of unusual length or complexity. (A separate fee schedule applies to mediation of civil cases)

##### Expenses

There are no charges for routine copying, phone, clerical or incidental office expenses. For cases outside the Bay Area, parties are charged for the actual cost of reasonable travel and case-related expenses, including airfare, car rental, food, and lodging. Automobile mileage outside the Bay Area is charged at the applicable IRS expense rate.

##### Travel Time

There is no charge for travel time unless an hourly retainer agreement specifies the amount, or, absent such an agreement, unless a substantial portion of a workday - more than two hours - is used to attend the hearing and return. If more time is needed, travel time is prorated according to the per diem fee.

##### Postponement and Cancellation

If the scheduled hearing is postponed or canceled with notice of less than four calendar weeks (28 days), the per diem fee for each day of hearing shall be charged if another matter cannot be set in its place. For hearings scheduled for three to five days, a notice period of six calendar weeks (42 days) will apply, and for hearings of six days or more, a notice period of eight calendar weeks (56 days) will apply.

(January 1, 2006 through December 31, 2007)